

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

FARMERS INSURANCE COMPANY,)	
)	
)	
Plaintiff,)	
)	
vs.)	
)	Case No. 07-4117-CV-C-NKL
)	
LYNN Z. REDFORD et al.,)	
)	
Defendants.)	

ORDER

Pending before the Court is Plaintiff Farmers Insurance (“Farmers”) Motion for Summary Judgment [Doc. # 26]. Because Defendants James and Jane Eddy (the “Eddys”) stipulate to the facts set forth in Farmers’ motion, it is GRANTED.

I. Facts

The following facts are undisputed.¹ On or about October 12, 2004, Lynn Redford (“Redford”) was involved in an automobile collision with a third party. Redford was driving a 1997 Dodge Avenger owned and insured by Ken Bledsoe under Farmers Policy No. 14 12828 81 75. Redford was driving with the permission of Julie Bledsoe, Ken Bledsoe’s daughter; Jane Eddy was a passenger in the Avenger and sustained injuries in

¹Because no defendant submitted a response to Farmers’ motion for summary judgment, all statements of material fact cited in Farmers’ motion for summary judgment and suggestions in support [Doc. #26] are deemed to be admitted.

the collision. The Eddys filed suit against Redford in the Circuit Court of Camden County, Missouri, Case No. 06CM-CC00103 (the “Underlying Action”) for Jane Eddy’s injuries and James Eddy’s loss of consortium and demanded payment from Farmers in the amount of \$100,000 under the Policy. Farmers brought this action for declaratory judgment, pursuant to Fed. R. Civ. P. 57 and U.S.C. § 2201, requesting that this Court declare that the “step-down” provision in Policy 14 12828 81 75 issued to Ken Bledsoe limits the amount of liability coverage available for unrelated permissive users of the insured vehicle to \$25,000, the minimum required by the Missouri Motor Vehicle Financial Responsibility Law, RSMo 303.010 *et seq.* Lynn Redford is unrelated to the named insured Ken Bledsoe by blood, marriage, or adoption.

II. Discussion

Ken Bledsoe and Lynn Redford never filed answers in the instant action and they are, therefore, deemed to have admitted to Farmers’ averments. Fed. R. Civ. P. 8(d); *Reconstruction Finance Corp. v. Marcum*, 100 F. Supp. 953 (W.D. Mo. 1951). On December 10, 2007, the Eddys filed an Offer and Acceptance of Judgment declaring that the “step-down” provision in Policy 14 12828 81 75 “unambiguously provides at most \$25,000 per person/\$50,000 per occurrence liability coverage for Lynn Redford for their personal injury action pending against her in the Circuit Court of Camden County, Missouri, Case No. 06CM-CC00103 stemming from the October 12, 2004 motor vehicle accident.” The Eddys also stipulated that “Farmers Insurance Company, Inc. does not have a duty to indemnify Lynn Redford in the above-referenced state court action in an

amount greater than \$25,000.”

Accordingly, the Court declares that:

1. The “step-down” provision in Policy 14 12828 81 75 issued to Defendant Ken Bledsoe is unambiguous and applicable to defendant Lynn Redford;
2. Pursuant to the “step-down” provision of Policy 14 12828 81 75, the Policy provides at most \$25,000 per person liability coverage for Lynn Redford for the personal injury action pending against her in the Circuit Court of Camden County, Missouri, Case No. 06CM-CC00103.

s/ Nanette K. Laughrey
NANETTE K. LAUGHREY
United States District Judge

Dated: December 12, 2007
Jefferson City, Missouri